

# My HealtheVet Terms and Conditions

## General Disclaimer

My HealtheVet is an online Patient Portal provided by the Department of Veterans Affairs (VA). This includes access to health education information, copies of key portions of VA electronic health records, and digital services such as VA prescription refill requests, Secure Messaging, self-entered data, HealtheLiving Assessment and more. Some VA Patients may view portions of their Department of Defense Military Service Information. VA provides this service to you based on the following Terms and Conditions. **You must agree to these Terms and Conditions to use My HealtheVet.** You are also agreeing to your responsibilities as stated in the My HealtheVet Privacy Policy.

## Users of the Service

**RIGHT OF ACCESS:** By using My HealtheVet, you are requesting and giving VA permission to release to you all or a portion of your personal information maintained by VA. If you do not accept these Terms and Conditions, you will not be able to log in to use My HealtheVet.

My HealtheVet includes some information and services from resources outside VA. In the My HealtheVet Medical Disclaimer and Agreement, the terms "We", "Us", or "Our" refers to My HealtheVet. "You" or "User(s)" refers to users of this service.

The My HealtheVet user community includes public users registered for a My HealtheVet account. For example: Veterans, VA Patients, Veteran Advocates, Legal Guardians, Personal Representatives, and the general public.

This information is delivered through a protected federal computer system and network. VA supports the storage and transmission of all information on My HealtheVet. The VA may partner with external sources to provide additional information and services within My HealtheVet.

You may copy or share any information available on the My HealtheVet site. If you copy information from the My HealtheVet site in order to share it, please include the byline, photo or image credits. Other websites may link to the official URL for My HealtheVet (<http://www.myhealth.va.gov>).

## Privacy Act Statement

VA respects the value you place on the privacy and safeguarding of your data on the Internet. As a result, every effort is made to protect your information and your privacy. When you register for My HealtheVet, you will be asked to provide certain information. This is for administrative purposes and is voluntary. However, if you do not provide the requested information, a My HealtheVet account cannot be created, as the information you provide is used to give you access to the site. The requested information may include you:

- name
- date of birth
- Social Security Number
- gender
- email address
- user type (for example, VA Patient)
- zip code

When you use My HealtheVet, there are various functions and services that require certain information from you in order to perform the features of the function. This is for the purpose of using the function and sharing information with VA, and is voluntary. However, if you do not provide the requested information, some services may not be available.

To use My HealtheVet, you will be required to create a User ID and Password or a DS Logon Premium account. By accepting these Terms and Conditions, you agree that you will not share your User ID and Password or DS Logon Premium account information with anyone else. Do not allow anyone else to access your account.

My HealtheVet is a VA computer system. As such, it includes all related equipment, networks, and network devices, including Internet access. This system is for authorized use only. For that reason, VA computer systems are monitored. Use of monitoring tools can help the VA manage the system, protect against unauthorized access, verify security procedures, ensure survivability and enable operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes.

The collection of this information is authorized by 38 U.S.C. Section 501. The information is also subject to the Privacy Act of 1974 (5 U.S.C. 552a). As such, VA employees may only use it in the performance of their duties. The information can only be disclosed outside of VA with the proper authority (5 U.S.C. § 552a[b]) which includes "routine use" disclosures as outlined in the Privacy Act System of Records Notices "My HealtheVet Administrative System of Records" 130VA10P2, "Patient Medical Records" 24VA10P2, "VA Mobile Application Environment (MAE)" - VA(173VA005OP2), 38 United States Code (U.S.C.) sections 5701 and 7332, and the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule.

### **Sharing of Your Information and Data**

My HealtheVet stores a user's self-entered health information, such as personal health information and self-entered health measures monitored for self-care. Self-entered health information is used primarily for VA Patient self-care.

Some VA Patients' self-entered health information may be shared with VA. For VA Patients, self-entered health information may be viewed by authorized VA staff. VA health care team members will not be regularly monitoring any self-entered data. If you want any specific data viewed by your health care team, please contact your health care team directly.

VA is working towards expanding the kinds of data health care teams can view. When different kinds of self-entered data become viewable by your health care team, these will be clearly labelled in the section where you enter the data. It is the responsibility of VA Patients to track their self-entered data, monitor their readings and communicate with their health care team if health concerns occur.

Information entered in My HealtheVet such as your email, address or phone number, will not automatically update your official VA Health Record.

When the Delegation option is available, you can choose to share your personal health information in your My HealtheVet account with others.

The portions of your VA health record seen in My HealtheVet are electronic copies of your official VA health record. Your VA health record remains the official and authoritative VA health record.

Some information in your My HealtheVet account, such as Secure Messages, will be reviewed by your health care team or the administrative team you select (e.g., Billing office). Secure Messages may be copied into your VA health record by a member of your VA health care team.

VA use and/or release of your information, including self-entered health information, must comply with federal privacy laws and regulations. Access to your information may only be given to an agency or an individual as

permitted by law and policy as outlined in the VHA Notice of Privacy Practices. When VA releases information, it provides only the minimum amount of information requested.

VA may do statistical analysis of user characteristics to assess areas of interest. VA may utilize data for quality, research or other My HealtheVet program needs in order to improve the system. VA may do statistical analysis of de-identified user data for population health monitoring.

You are provided with an Account Activity History. This history lets you view a history of activities taken on your account. If you suspect unauthorized access to your My HealtheVet account, contact the My HealtheVet Help Desk at 1-877-327-0022.

## **Secure Messaging**

Secure Messaging is to be used only for non-urgent, non-life threatening communication. If you have an urgent or life threatening issue, call 911 or go to the nearest emergency room.

Your secure message may be shared with, or reassigned to, other authorized VA staff.

When you use Secure Messaging, you are expected to follow certain standards of conduct. Violations may result in being blocked from using Secure Messaging. Unacceptable conduct includes, but is not limited to:

Using Secure Messaging to send profane or threatening messages.

Other inappropriate uses as determined by your health care facility.

## **Security Statement**

I understand that as an authorized user I may only access information to which I have the legal authority to use. The VA will monitor the system to protect the system and its information and may use that monitoring information for official administrative or legal purposes. I understand that gaining unauthorized access to data, changing data, causing harm to the VA system or its data or misuse of components of My HealtheVet is prohibited by law and may result in criminal, civil, or administrative penalties. I also understand that VA can suspend or stop my continued use of this system if VA suspects any misuse has occurred. By accessing this system, I hereby consent to such monitoring.

## **Electronic Copy of Information from your Official VA Health Record to My HealtheVet**

VA Patients with an upgraded My HealtheVet account have access to copies of parts of their VA electronic health record. There may be times when information from the VA health record is not available through My HealtheVet. When this occurs, an error message will display and the user will be directed to contact his or her local VA health care facility for more information.

Examples of My HealtheVet services that display information from a VA Patient's Health Record include:

### **Blue Button® Health Data Viewing and Downloading**

The Blue Button® health data viewing and downloading features on the My HealtheVet website let you print, download and save your personal health information to a file on your own computer. Once any of your information is downloaded to your computer, it is no longer protected by VA security systems. You are responsible for protecting the personal health information you print out or download. It is important to protect your information. Protect this information the same way you would protect your banking or credit card information. Do not leave your printed information in a printer. Do not save your downloaded information to a public computer.

*Blue Button*, the slogan, '*Download My Data*', the *Blue Button Logo*, and the *Blue Button Combined Logo* are registered service marks owned by the U.S. Department of Health and Human Services.

## **Prescription Refill**

My HealtheVet Prescription Refill offers a VA Patient who is enrolled in the VA health care system the ability to view their personal VA prescription information and to request refills.

## **Medical Disclaimer**

The content of this VA Patient Portal is intended for use only as an informative tool by the user. It is not intended to be, and should not be used in any way as a substitute for professional medical advice or training. The accuracy of the information provided is not guaranteed. The user acknowledges in initiating this application that the information is not meant to diagnose a health condition or disease and is not meant to develop a health treatment plan. If you are in an emergency or life-threatening medical situation, seek medical assistance immediately. Dial the emergency number (911 in the USA) for emergency medical services. If you disagree with the content of your health records, contact your facility Release of Information Office or facility Privacy Officer.

VA may partner with outside parties to provide users with health information or information services.

## **Prohibited Use**

VA reserves the right to deactivate any My HealtheVet account if deemed it is being misused in terms of integrity of information and patient safety.

Causing any harm to the security or the information on My HealtheVet is forbidden by law. It is against the law to threaten, attempt, or effect change to this system. It is against the law to prevent access to this system or access data that does not belong to you or for which you have not been granted delegated access. These actions violate federal laws and may result in criminal, civil, or administrative penalties. These federal laws include 18 U.S.C. 1030 (Fraud and Related Activity in Connection with Computers) and 18 U.S.C. 2701 (Unlawful Access to Stored Communications).

## **Use of Email Addresses**

My HealtheVet may contact you using the email address you provide. Email messages may include:

- important system or account information
- major changes planned for My HealtheVet
- a response to your inquiry to the My HealtheVet Help Desk
- other system-related needs
- information from or about My HealtheVet
- reminders for forgotten User IDs and Passwords

Some Internet Service Providers or third party email providers may block messages coming to you from sources that are not on their pre-approved list. This is done as a security measure to control spam and potentially malicious email. In these cases, it is your responsibility to ensure <http://www.myhealth.va.gov> is on the pre-approved list. VA is not responsible for any consequences resulting from our emails being blocked by your Internet Service Provider. This includes junk mail folders, spam-blocking software or other similar products.

## **Surveys, Questionnaires and Polls**

Getting feedback and input from our users is important to us. We may use surveys, questionnaires and polls. If you respond to any of these tools in My HealtheVet, your personal identification is not disclosed unless authorized by you. This information is used to measure performance, determine how the site is used, identify what users want and to improve design.

You may also be asked to take part in field testing of new My HealtheVet features. However, your participation in testing is voluntary. You are not required to respond to these requests in order for you to maintain an account in My HealtheVet.

### **Deactivating and Reactivating Your Account**

A My HealtheVet user may choose to deactivate or reactivate his or her account at any time by contacting the My HealtheVet Help Desk.

Your My HealtheVet account will remain active as long as you access your account at least once every two years. If your account is inactive for 2 or more years, it will be deactivated. You will have two years from the last use of your account to be able to reactivate it. It may be reactivated by contacting the My HealtheVet Help Desk.

Upon receipt of an official notification of death, the user's My HealtheVet account will be deactivated.

### **Changes to this Document**

These Terms and Conditions may be revised. When VA makes a change that affects the collection and use of your personal information, these changes are reflected in the Terms and Conditions, and a notice is posted on the My HealtheVet home page. When you log in, you will be prompted to read and accept the new Terms and Conditions in order to access your My HealtheVet account. If you choose not to accept the new Terms and Conditions, you will not be allowed to complete your login and will not be able to access your account.

### **Agreement**

I agree to the above Terms and Conditions. I attest that the personally identifiable information being provided to create this My HealtheVet account pertains to me.